

**UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

**DEBRA POTTS, KIMBERLY HUNT, and
MERRITT CHAPLIN, Individually and on
behalf of all others similarly situated,**

Plaintiffs,

v.

**NASHVILLE LIMO & TRANSPORT, LLC,
JOSHUA M. LEMAY, and TRACY
MCMURTRY,**

Defendants.

v.

**JOSHUA M. LEMAY and NASHVILLE
LIMO & TRANSPORT, LLC,**

Cross-Plaintiffs,

v.

TRACY MCMURTRY

Cross-Defendant.

**Civil No. 3:14-cv-1412
Judge Aleta A. Trauger**

ORDER

For the reasons set forth in the accompanying Memorandum, the Motion to Re-Open the Notice Period and to Invalidate Releases filed by the plaintiffs (Docket No. 75) is **GRANTED IN PART AND DENIED IN PART**. Accordingly, the court hereby **ORDERS** as follows:

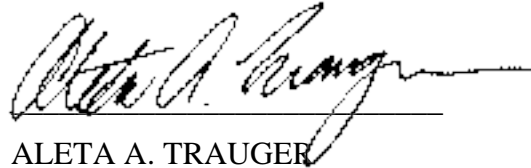
1. Any release agreement, accompanying affidavit, or statement expressing a desire to opt out of the suit signed by Michael Boyd, Ronnie Chrismon, Mazzio Chumney, Reva Gross, Dwight James, Gerald Lilly, Marcus McCarroll, Kenneth

Neal, Benjamin Ramos, Efrain Ramos, John Thomas, Christa Webster, or Donta Yarbrow is herein declared **NULL** and **VOID**.

2. By May 3, 2016, the plaintiffs shall submit a proposed agreed form of notice to go to class members concerning the settlement communications between the defendants and the class members and the invalidation of the release agreements. The defendants shall have until May 10, 2016 to respond to the proposed form of notice with comments.
3. By May 3, 2016, the plaintiffs shall submit a proposed agreed form of notice to be posted in a conspicuous place in NL&T's business office and to go to all potential class members who worked at NL&T at any point between August 13, 2015 and April 19, 2016. This proposed notice shall concern the impropriety of Mr. LeMay's potential retaliation against Mr. Chumney, the invalidation of Mr. Chumney's release agreement, and the reopening of the notice period. The defendants shall have until May 10, 2016 to respond to the proposed form of notice with comments.
4. The statute of limitations is hereby **TOLLED** for the claims of all potential class members who worked at NL&T at any point between August 13, 2015 and April 19, 2016.
5. By May 3, 2016, the defendants shall provide to plaintiffs' counsel copies of any release agreement and accompanying documentation that was signed by any actual or potential class member that has not previously been produced.

It is so **ORDERED**.

Enter this 19th day of April 2016.

A handwritten signature in black ink, appearing to read "Aleta A. Trauger", written over a horizontal line.

ALETA A. TRAUGER
United States District Judge